#### AFFIDAVIT

I, Harry Seto, Claims Coverage Underwriter of Geico General Insurance Company a corporation organized and existing under the laws of the state of Maryland, do hereby certify that the attached Policy Declaration sheet was printed from records retained in our computer data files. The specimen amendments, endorsements, and policy contract are standard forms with information particular to this policy. Attached is a copy of policy contract number 4040-68-39-57 in the name of Erika Rose Klinger for Renewal effective 12/10/07, issued on 11/06/07 and in effect on 03/28/08.

Harry Seto

Claims Coverage Underwriter



Account No. 31405

GEICO-CA

EM

Attention: 03acau

#### Geico

#### Customer Service:

Metro Reporting Customer Support 1-800-245-6686 or help@metroreporting.com

Metropolitan Reporting Bureau Box 926, William Penn Annex Philadelphia, PA 19105-0926 Fax (800) 343-9047

Type of Report: AUTO ACCIDENT

INSURED : ERIKA KLINGER

CLAIM NUMBER: 0281616070101020

POLICY NUM. :

DATE OF LOSS: 03/28/08

LOSS STREET : VANCE DRIVE AND TUTOR

LOSS CITY : ANCHORAGE AK

POLICE DEPT.: ANCHORAGE PD

REPORT NUM. : 0814210

INS. DRIVER: UNKNOWN UNKNOWN

OTHER DRIVER:

PCT./DIST. :

DESC. OF OTHER:

#### THANK YOU FOR THE ORDER!

Any questions or problems please feel free to contact us.

PH. (800) 245-6686 or Help@MetroReporting.com



ALASKA MOTOR VEHIC	LE COLLISIO	N REPORT		DMV#		Incident/Case #
Crash Information (One choice per field unless						08-14210_
L		r - snould be explained in h Occurred in (City/Borous			1_	<u> </u>
Units: 2 03/28/2008 18:0	į.	horage			Тетр: <b>35</b>	Pstd Spd: EMS Run #: 45
01 Mon	W: Non-vehicular Damage: O1 Y X 02 N	Property Junction/ Type:	01 Cros 02 Driv 03 Not 04 On R 05 Off I	eway 07 i junction 08 amp 09	Railway crossing Roundabout T-intersection Y-intersection 4-way intersection	X 12 Other •
X 02 Clear	or Sleet, half (freezing rain)  88 Severe crosswinds  99 Snow  10 Other *  1 Not Reported  2 Unk	Roadway Character:  X 01 Straight/Lvl 02 Straight/Grd 03 Straight/Hlers 04 Curve/Lvl 05 Curve/Grd	07 Un	02 J 03 V 04 S	Ory ce	05 Slush 06 Snow 07 Wet 1, gravel 08 Other*
01 Dark-lighted roadway 02 Dark-roadway not lighted	05 Twilight	Location Control		RefPt;	(Law enforces	nent use only);
03 Dark-unknown lighting  X 04 Daylight	07 Not Reported 08 Unk	Name of Street or Highway E TUDOR RD		miles feet X at int. w/	□N □E □S □W	Cross Street, Bridge, etc. VANCE DR
Crash Description/Violation:	Em e	ergency Vehicle: No		Crash Diagra	ım:	
Hit and Run: X Original Cre Narrative On 3/28/2008, at approximately 1900 hours, I respond and Vance Dr. for a report of a traffic collision. VI was traveling west on Tudor Rd. and made a right was traveling too fast to make the right turn and collon Vance Dr., waiting to turn onto Tudor Rd. The carrived.	, tht turn (north) onto Vance llided with V2, which was	e Dr. VI	A december	VANCE DR Unit 2		Indicate North:
Finished (5): Ticket Description (5): Unit 1:	ido:			:		
Init 2: Unit 2: Ocation of First Sequence of Events:				;	TUDO	R RD
01 Bike Lane	07 Roadway 08 Shared use paths 09 Shoulder	□ 10 Unk		•	<del></del>	
02 Animal 10 Embankment 18 M 03 Bicyclist 11 Fence 19 Pa 04 Birdge/Overpass 12 Guard rail face 20 Pe 05 Birdge rail 13 Good rail end 21 Si 06 Crash cushion 14 Light support 22 Sig 07 Cuivert 15 Mackinery 23 Sb	oose 26'  kked vehiete 27'  destrian 28'  tleswipe 29'  gn 31'  sowberm X 31'  affic signal pole 32 0'		☐ Check if Supple	snental Diagram		
fficer/Agency Information  fficer Name:		Officer PermID:	Agency:	Reviewing Offi	icer Perm ITI-	Réview Date:
avison, Berek_		29886	APD	29230		03/30/2008

Page 1 of 6

L			OLLISION R				]	DM <b>∵</b> #		In	cident/Case # 08-14210
Unit #: Driver Na	(One choice per f	eld unless otherwi	se noted - Other * strau	id be expl	ained in nar	rative)					
1 Driver Na	me (Last, First, MI):				Person Drive	Туре:		Sex OI M	Папр	DOB:	Contact Phone:
OL/ID#:	O.L.	State/State: Licens	DOI CDL-A	3 CDL-C	Dos D	07 M	2 09 1	P Ejecti	<u> </u>	Y X 02 N	103 P 104 Unk
1.7.11		Class:		4 CDL-IC	06 MI	OBIN		Extric			03 P 04 Unk
Mailing Address:				City:			State:	Zíp:	NFR:		Ins Coverage:
Physical Address:			·····	City:		<del></del> ,	State:	Zip:	Ins Co	Y 02 impany:	N 01 Y 021
Environment Circumstr 01 Glare 02 Obstruction 03 Weather Alcohol/Drugs Suspects	04 None 05 Other * X 06 Not Reported	Injury Status: OI Fatal O2 Incapac O3 Non-inc	apacitating • X 07 Unl	Reported	Driver Restrain  01 Not a  02 Not ii  03 Helm  X 04 Lap/S	ised nstld iet	hoice max):  05 Lup o  06 Shidr  07 Prp C  08 Imp C	aaly hild R <b>51</b> hild R51	09 A/bag 10 A/bag 11 A/bag 12 Side ba	tot Dplyd witch off	13 Not Reported 14 Unk
	Alcohol 03	Drugs 04 Bo	[ <del></del>	02 Breath	03 Not	Given	04 Refu		AC Level: T	ransported:	02 N OJ Unk
01 No improper dri 02 Backing unsafel 03 Cell phone use 04 Disregard traffic 05 Driver inamenti 06 Driver inexperie 07 Drove off road 08 Emotional	ving y ; control device other th n	nan signal	09 Failure to yield 10 Pell asleep 11 Following too closely 12 Illness 13 Improper lane usage/chai 14 Improper passing 15 Improper turn 16 Loss of consciousness	nge	17 Passengs 18 Pedestri 19 Physical 20 Red ligh 21 Stop sign 22 Taking p 23 Unsafe s 24 Wrong s	an error/cor disability t violation n violation prescription peed	ufusion [	25 Other x 26 Unk	02 Ain 03 EM 04 Heli 05 Poli	Ambulance offane S copter ce ate vehicle	Transported To:  01 Clinic 02 Haspital 03 Mortuary 04 Residence 05 Unk 06 N/A
Vehicle 1 Informa			1								
Vehicle Damage:  01 Nane/Minor		Occupants: 2	Vehicle Owner Name (La	st, First, Mi	I);				ľ	Contact Phon	e:
02 Functional 02	04 Totaled 03	P - primary S - secondary	Mailing Address:				(	City;		State:	Zip:
	ŢŢŢ		Damage Estimate;  X Over \$50!	VIN: IGKE	K63U34J151	937	License Pla UNK	te#;	State:	<del></del>	
TNON P	09	REAR GO	Under Carriage Damage:	Veh	Year:	Make: General M	otors Corp.		Model:		Color:
	اللا		Direction of Travel;				Veh To	wed;	Yukon	02 N	BLK 03 Unk
		06	01 North 02 South	03 East X 04 West		is Unk	Towed I	Зу:	<u> </u>		T og Ouk
Vehicle Configuration (n			le Configuration (commerce				Unit De	scription:	GMC YU	KON	
01 Dog Sled 02 Light truck (only only only only only only only only	4 tires) 08 I	Pedalcycle 0 Pedestrian 0 Other * 0 Ink 0 0	I Single-unit (2-axles) 2 Single-unit (3+ axles) 3 Truck/trailer 4 Tractor (bobtail) 5 Tractor/semi-trailer 6 Tractor/doubles	97 Te	ractor/triples an/enclosed bo nk heavy truck ther *	, <u> </u>	Ol Autotra	ansporter or more seat 15 seats) bus ank	3)	): Dump Platbed Garbage/refc Grain/chips/ Pole Other *	
01 Accelerator defective 02 Brakes defective 03 Headlights defective 04 Other lighting defe 05 Oversized vehicle Roadway Circumstances;	ve 07 Tire i	ailure/inadequate hitch defective shield damaged	X 12 Unk 02 E 03 C		Fic lane	07 1 08 0 09 1	Making U-tu Merging Out of contro Passing Parked	) [1]	l Skidding 2 Slowing 3 Starting in traf 5 Stopped 5 Straight ahead	ne 🗒	16 Turning right 17 Turning left 18 Other *
01 Debris 02 Inoperative traffic - 03 Missing traffic devi 04 Obscured traffic de	device 06 Shoulice 07 Road vice 08 Ruts,	ruction in roadway lder surface condition holes, bumps	09 School zone 10 Work zone 11 Worn, polished X 12 None	13 Othe 14 Unk	01Fi X 02 N 03 R 04 R	lashing sign lo controls load const s R crossing	igns device	05 School 2 06 Step Sig 07 Traffic c 08 Warning	n ontrol signal	09 Vield 10 Office 11 Other 12 Unk	r/flagman/guard
If crash involves a commercial	l vahicle, complete this soc	tion and forward a copy (	of		quence of Eve ircraft	nts, Collisio	on: 12 Guard r	ail face	23	Snow berm	
report to CVE unit, 12050 Indi	ustry Way-Bldg O-Suite #	. Anch, AK 99515)			nimal		13 Guard r	ail end	4 3	raffic signal	pole
Carrier Name:		Gro	ss Weight (lbs):	1 1	icyclist ridge/Overpass	H	14 Light su 15 Machine		1 5	frain	
\ddress:			***	05 B <sub>1</sub>	ndge rail		16 Mail bo	x	1 1	ree/shrub Itility pole	
		Carrier	ID#;		rash cushion ulvert		17 Median 18 Moose	bamier	28 \	eh in transit	
lity:	State: Zip:	Contact Pi	ione:	☐ 98 C₁	urb/Wall		19 Parked	/ehicle	11	eh-rear end eh-head on	
arrier ID Source:	Issuing: Authority	Placard:	HarMer Polymer 4	09 D	itch nbankment	H	20 Pedestri		∐ 31 V	eh-angle	
01 Driver/Vehicle	OI US DOT	Placard:	HazMat Released:	11 Fe	nce		21 Sideswij 22 Sign	p€	L 32 C	ther fixed ob	ject
02 Leg Book	Dollos Dot	01 Y	01Y		quence of Even ago loss/shift	its, Non-Co	Hi <u>sio</u> n:	cplosion/fire	<b>,</b>	1	
03 Shipping Papers 04 Trip Manifest	03 AKS	☐ 03Unk	O3Unk	34 Cro 35 Do	ossed median/c ownhill runawa piipment failure	У	38 ln	cknife cknife cknife		41 Ran off 42 Separat 43 Other * 44 Unk	road ion of units
Pe 7 of 6		Davison, Derek :	20886		<del></del>			<del></del>		Onk	

ALASKA	MOTOR V	EHICLE C	OLLISION R	r <b>DA</b> D	Tr.			DM	ſV#		Inc	cident/Case #
	,											08-14210_
Unit #: Driver Na	(Une choice per f ime (Last, First, Mi):	ield unless otherw	ise noted - Other * shou	ld be expl		rative n Type:	)	Sex	,		DOB:	
2 KLING OL/ID#: 0L:70679	ER, ERIKA R	State/State: Line			Driv				01 M	- 1 a a w a 1	DOB: 02/16/1983	Contact Phone: (907) 301-6928
OLINE WE, TOUR	1	State/State: Licer / AK Class	The COUNTY IN COUNTY	3 CDL-C 4 CDL-IC	X 05 D 06 MI		7 M2 8 IM	09 12	E)ected Extrical		Y X 02 N	03 P 04 Unk
Mailing Address:				City;			.,,,	State;	Zip:	on: 1 101 NFR:	Y X 02 N	03 Unk Ins Coverage:
5600 LAKE OTIS: Physical Address:	PKWY HI80			ANCH	ORAGE			AK State:	99507			
5600 LAKE OTIS	<del></del>	1		1 -	ORAGE			AK	Zip: 99507	Ins Co	опрану: СО	
Environment Circumsta 01 Glare 02 Obstruction 03 Weather  Alcohol/Drugs Suspect	X 04 None 05 Other * 06 Not Reporte	1 7 41 21	rcapacitating * 🔲 07 Uni	Reported	Oriver Restrain Ol Not a 02 Not i 03 Heim X 04 Lap/	used Instild Tel		e max); 05 Lap only 06 Shldr only 07 Prp Child 08 Imp Child	Rst Rst	11 A/bag : 12 Side ba	not Dplyd switch off ug Dplyd	13 Not Reported
Human Circumstances (X) 01 No improper dr 02 Backing unsafet 03 Cell phone use	(2 choice max): iving ly	Drugs 04 B	09 Failure to yield 10 Fell asleep 11 Following too closely	02 Breath	17 Passeng 18 Pedestri 19 Physical	er distra an erron disabili	/confusi ity		5 Other* 6 Unk	Transported	Ambulance plane	02 N 03 Unk Transported To: 01 Clinic 02 Hospital
04 Disregard fraffit 05 Driver inattentic 06 Driver inexperie 07 Drove off road 08 Emotional Vehicle 2 Informa	ençe	han signal	12 Biness 13 Improper lane usage/char 14 Improper passing 15 Improper turn 16 Loss of consciousness	ige .	20 Red ligh 21 Stop sig 22 Taking y 23 Unsafe s 24 Wrong s	n violati prescript speed	ion tion med	ds		04 Heli 05 Poli	icopter se ats vehicle	03 Mortuary 04 Residence 05 Unk X 06 N/A
Vehicle Damage:		Occupants:	Vehicle Owner Name (La	st, First, MI	D:	·					O M	
01 None/Minor	X 03 Disabling	OS Unk	KLINGER, ERIKA I								Contact Phon (907) 301-6	
02 Functional	04 Totaled	P - primary S - secondary	Mailing Address: 5600 LAKE OTIS PK	WY H18	0			City:	HORA	C R	State:	Zip: 99507
	103	04 3 - Secondary	Damage Estimate: X Over \$501	VIN:	34P33W259	205		ense Plate #: JL114		State:	IAR	199307
D ONLI		- A4	Under Carriage Damage:	Veh	Year:	Make:	:	,,,,,,,		AK. Mođel:		Color:
FRONT B	09	SEAR	Direction of Travel:	2003	3	Ford						RED
	P		01 North	03 East		05 Unk		Veh Towed: Towed By:		017	X 02 N	O3 Unk
08		06	X 02 South	04 West				Unit Descri	iption:	FORD ES	CORT	
Vehicle Configuration (n 01 Dog Sled 02 Light truck (only 03 Motochome 04 Motorcycle 05 Off highway vehic X 06 Passenger car Vehicle Circumstances;	4 tires) 08 1	Pedulcycle Dedestrian Dither * Dither * Dither * Dither * Dither * Dither * Dither Dit	oicle Configuration (commerc 01 Single-unit (2-sodes) 02 Single-unit (3+ axles) 03 Trusck/trailer 04 Tractor (bobtail) 05 Tractor/semi-trailer 06 Tractor/doubles	07 Tr			Body 01 01 02 03 04 05	Type (2 choice Auto transport Bus (15 or magnetic files) Bus (7-15 see School bus Cargo tank Concrete mit	ce max, co orter nore seats) sats)	mmercial only 07 08 09 10	Dump Flatbed Garbage/refu Grain/chips/p Pole Other	
01 Accelerator defecti 02 Brakes defective 03 Headlights defecti 04 Other lighting defe 05 Oversized vehicle Roadway Circumstances:	07 Tire i	ing failure failure/inadequate hirch defective shield damaged	11 Other* 01 A 02 B 03 C 04 E		iclane iclane		07 Mer 08 Out o 09 Passi 10 Park	of control ing	12 13 X 14 5	Skidding Slowing Starting in trai Stopped Straight ahead	Tic	16 Turning right 17 Turning left 18 Other * 19 Unk
01 Debris 02 Inoperative traffic of 03 Missing traffic devi 04 Obscured traffic de	device 06 Show ice 07 Rose vice 08 Ruts,	ruction in roadway ider surface condition holes, bumps	09 School zone 10 Work zone 11 Work, polished X 12 None	13 Other 14 Unk	02 h 03 h	lashing : Vo contr Road cor RR cross	signal ols ost sign sing dev	X 06	School zon Step Sign Traffic con Warning st	itrol signal	09 Yield 10 Office 11 Other 12 Unk	c/flagmen/guard
If crash involves a commercial	l vehicle, complete this sec		of	01 Ai	ircraft	nis, coi	-	Guard rail fa	ıce	23 :	Snow berm	
report to CVE unit, 12050 Inde Carrier Name:	ustry Way-Bldg O-Suite #é	<del></del>	377.7-f , est A	02 Ar 03 Bi	nimal cyclist			Guard rail er Light suppor	•	241	Fraffic signal	pole
recent prediction		Gr	oss Weight (lbs);	04 Br	idge/Overpass		15	Machinery	-		Frain Free/shrub	
ddress:		Саліе	r Ш#:		idge rail ash cushion			Mail box Median barri	ier		Itility pole /ch in transit	
City:	State: Zip:	Contact I	žionė:	07 Cu 08 Cu	ilvert irb/Wall			Moose Parked vehic	ile	29 \	/eh-rear end /eh-head on	
arrier ID Source:	Issuing: Authority	Placard:	HazMat Released:	09 Di	itch abankment	-	20	Pedestrian Sideswipe		31 \	eh-angle	-
01 Drivet/Vehicle 02 Log Book 03 Shipping Papers 04 Trip Manifest	01 US DOT 02 ICC 03 AKS	01Y 02 N 03Unk	Diy Doy Doy Doy Doy Doy Doy Doy Doy Doy Do	11 Fee Second Seq 33 Ca 34 Crc		centerlin	22 -Collisi	Sign	sion	32 0		
· · · · · · · · · · · · · · · · · · ·					uipment failus		<u>_</u>	40 Overtu			43 Other • 44 Unk	
e 3 of 6		Davison, Derek	: 29886									

ALA	SKA N	MOTOR VEHICI	E COLLISION	RE	PORT			DM	V#	1	ident/Case #
Passenger	/Witness I	nformation (One choice per	field unless otherwise note	d - Other	* should be	explained	in parrative)		<del></del>	I	08-14210
Unit#:		est, First, MI):				T		02 F	OL/ID#;	····	O.L. State/ID State:
1	POITR	A, JEFFREY J				DOB:	01/21/1984	·····	OL:6977710 /SID:81	ikaowa	AKIAK
Person Type		Physical Address: 4334 VANCE DR APT I	7.1	******	City:		State:		Zip:	Contact	
X 01Pass 02 Wig	-	Restraint/Airbag Information		Ejec	ANCHOR		AK		<u></u>	(573) 3	37-1509
Seat Location		01Not used	08 Imp Child Ret	<u> </u>	18 <b>Y</b>	Injury St		Tra	unsported: 01 Y	X 02 N	03 Unk
) lessed	iter front ht front	02 None Instid	09 A/bag Dplyd	S State	12 N 13 P	02 In	capacitating	Ī	trasported By:	Transpo	rted To:
03 Left		X 04 Lap/Shildr	10 A/bag not Dplyd 11 A/bag switch off	3	or 4 Unk	1 2000	on-incapacitating essible	$  \cdot  $	O1 Air Ambulance O2 Airplane	010	Clinic
1577	iter Rear ht Rear	05 Lap only 06 Shidr only	12 Side bag Dplyd	Expi	cated;	X 05 No	эле		O3 EMS		fospital Vortuary
06 Oth		07 Pro Child Rst	13 Not Reported		ìΥ	06 No	ot Reported		O4 Helicopter O5 Police	! ===	Residence
07 N/A 08 Unk			_	Ĭ X o		1000	14		O6 Private vehicle	X 06 N	
					3 Unk	1			07 Unk 08 N/A		
Unit #:	Name (La	st, First, MI):				Sex:	х отм По	2 F	OL/ID #: OL:6878998 /SID:Ust	<u> </u>	O.L.State/ID State:
	MCCOY	, ALMAX					03/14/1956		OL:6878998 /SID:Unk	#0#a	AK/AK
Person Type:		Physical Address: 3931 PATRICIA LN			Cíty:		State;		Zip:	Contact P	
X 02 With	_	Restraint/Airbag Information (	4 choice max):	Eiecte	ANCHOR	Injury Sta	AK	┯┩		(907) 22	3-0497
Seat Location	ıt.	01 Not used	08 Imp Chid Rst		ΙΥ	01 Fat		Tran	sported: 01 Y	02 N	03 Unk
01 Cent		02 None Instid 03 Helmet	09 A/bag Dplyd 10 A/bag not Dplyd		2 N 3 P	02 Inc	apacitating		Sported By:	Transpor	ted To:
03 Left		04 Lap/Shldr	11 A/bag switch off	1 <b>=</b>	Unk	03 No 04 Pos	n-incapacitating stible	1 (	01 Air Ambulance 02 Airplane	01 C	
04 Cente		05 Lap only 66 Shidt only	12 Side bag Dplyd	Extric	ated:	05 No		IН	03 EMS	, ,	ospite) ortuary
06 Other		07 Prp Chld Rst	13 Not Reported	01	Y	06 No	t Reported	,	04 Helicopter 05 Police	1=	sidence
07 N/A 08 Unk					N	U 07 08	<b>x</b> .		06 Private vehicle	05 Uz	
- 00 Cit				⊔¤	Unk				97 Unk 98 N/A	"""	
Unit #:	Name (Last	, First, MI):		<u></u>		Sex:	]огм ∏ од		OL/ID#	1	ID State:
						DOB:		ᅱ			ID State;
Person Type:		Physical Address:			City:		State	$\neg$	Zip;	Contact Ph	one;
01Passen 02 Witne		Restraint/Airbag Information (4	choice max).	Ejected	ı. I	7-2		$\vdash$		<u> </u>	
Seat Location:		01Not used	08 Imp Child Rst	☐ or		Injury Stat		Trans	ported: 01 Y	02 N	03 Unk
02 Right	front	02 None Instld 03 Helmet	09 A/bag Dplyd 10 A/bag not Dplyd	02		02 Inca	pacitating		sported By:	Tansported	To:
03 Left re		04 Lap/Shldr	It A/bag switch off	04   04		03 Non 04 Poss	-incapacitating		l Air Ambulance 2 Airplane	Oi Clir	iic .
05 Right	1	05 Lap only 06 Shidr only	12 Side bag Dplyd	Extrica	ted;	05 Моп		L 0:	3 EMS	02 Hos	
06 Other	•	07 Prp Chid Rst	13 Not Reported 14 Unk		-	☐ 06 Not		1 3	4 Helicopter 5 Police	03 Mo	- 1
08 Unk				02	- 1	07 Unk		Д∘	6 Private vehicle	05 Unk	1
				1 · · · · · ·					7 Unk 8 N/A	06 N/A	
Unit#:	Name (Last,	First, MI):				Sex:	01 M 02	F (	OL/ID#:		ID State:
Person Type:	l.	Physical Address:				DOB:		1			
OlPasseng	3	in parties residences.		ľ	City:	ļ	State:	Z	ip:	Contact Phon	e: •
02 Witnes		Restraint/Airbag Information (4	choice max):	Ejected:		Injury Statu	<b>5</b> :				
eat Location:	front	01Not used 02 None Instid	08 Imp Chid Rst 09 A/bag Dplyd	01		01 Fatal			orted: DOIY		03 Unk
02 Right fi	ront	03 Heimet	10 A/bag not Dplyd	03 1	1	_ `	sacitating incapacitating		ported By: Air Ambulance	Transported	To:
03 Left rea	. 2	04 Lap/Shidr	11 A/bag switch off	04 1		04 Passi	1	J 02	Airplane	Di Ciini	
05 Right R		05 Lap only 06 Shidr only	12 Side bag Dplyd 13 Not Reported	Extricate	1	05 None	į.		EMS Helicopter	02 Hosp 03 Mort	
06 Other *		07 Prp Child Rst	14 Unk	01 7		06 Not F	Reported	85	Police	04 Resid	lence
07 N/A 08 Unk	1		j	03 (	1 '	v, onk			Private vehicle Unk	05 Unk	
									N/A	hand	

Page 4 of 6

Davison, Derek \_: 29886

Part C

### ALASKA MOTOR VEHICLE COLLISION REPORT

DMV#

Incident/Case # 08-14210

#### Narrative Continuation

#### DISPATCH:

On 3/28/2008, at approximately 1900 hours, I responded to the intersection of E Tudor Rd. and Vance Dr. for a report of a traffic collision.

#### ARRIVAL/OBSERVATIONS:

When I arrived, the driver of V2 was present and a male that identified himself as Jeffrey POITRA was present as well. POITRA claimed to be the owner of V1. The driver of V1 had reportedly run away from the scene immediately after the collision.

#### INTERVIEW:

Erika KLINGER, the driver of V2, reported the following.

KLINGER was stopped on Vance Dr. waiting to turn onto Tudor Rd. V1 was traveling west on Tudor Rd. and started to make a right turn onto Vance from Tudor Rd. at a high rate of speed. The female driver could not make the turn and drove straight into V2. The female driver ran away from the scene immediately after the collision.

KLINGER described the driver of V1 as a white female in her 20's with blonde hair. The driver of V2 would recognize the driver of V1 if she saw her again.

KLINGER added that POITRA was a passenger in V1.

#### INTERVIEW:

Almax MCCOY, a witness to the collision, reported the following.

MCCOY stated he was following V1 on Tudor Rd. and saw the collision. MCCOY stated the driver of V1 was driving recklessly, switching lanes, and driving very fast. MCCOY said the driver of V1 tried to make the right turn onto Vance Dr. from Tudor Rd. but was traveling too fast and collided with V2. MCCOY did not see the driver of V1.

#### INTERVIEW:

Jeffrey POITRA a passenger in V1, reported the following.

POITRA claims to be the owner of V1. POITRA said he was intoxicated and allowed a female, whom he just met drive V1 to his residence on Vance Dr. from the 'Peanut Farm' bar.

POITRA said he did not ask the female suspect her name because he just planned on taking her to his apartment for sex and was then going to kick her out. POITRA said the female suspect was intoxicated as well.

POITRA explained that the female suspect was driving too fast to make the turn onto Vance Dr. and collided with V2.

POITRA said he might be able to contact the female suspect but he does not know where she lives, her name, or her phone number.

#### ACTION TAKEN:

V1, a black GMC Yukon, does not have license plates and it has not been registered in Alaska because I could not find the VIN in APSIN. The VIN sticker on the door had been removed.

POITRA had paperwork from 'Park and Sell' showing the sale of a 2004 GMC Yukon but the VIN on the paperwork did not match the VIN on the dash of VI.

Additionally, POITRA said he has insurance on the vehicle but had no paperwork.

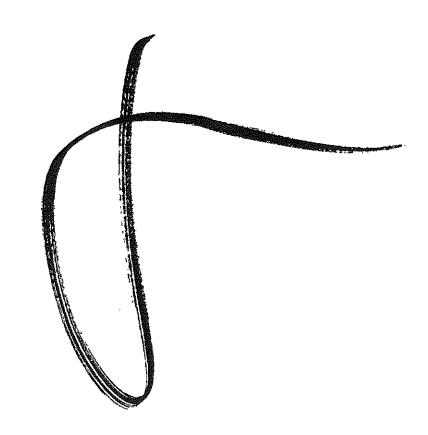
ALASKA MOTOR VEHICLE COLLISION REPORT	DM <b>∨</b> #	Incident/Case # 08-14210
I had the vehicle towed for safekeeping and I put a hold on the vehicle until ownership	is established.	
INFORMATION:		
V2 insured by Geico# 4040-68-39-57.		

FOLLOW-UP:

Supplemental reports will follow with any new information.

CASE STATUS:

Pending,





1-800-841-3000

Government Employees Insurance Company

GEICO General Insurance Company

GEICO Indemnity Company
GEICO Casualty Company

Criterion Insurance Agency, Inc. (Colonial County Mutual Ins.)

One Geico West Box 509119
San Diego, CA 92150-9119

August 25, 2008

Erika Klinger Apt. C4 4960 E 43rd Ave. Anchorage, AK 99508-5613

CLAIM NUMBER: 0281616070101020

INSURED: Erika Klinger LOSS DATE: 03/28/08

Dear Erika Klinger:

We are filing a claim against the responsible party for the total amount of damage to your vehicle, including your deductible of \$500.

It usually takes about three months from the date we make our request to receive reimbursement. However, if we do not receive full cooperation from the responsible party, it could take longer.

We will make every effort to recover the money as quickly as possible and will inform you of any further developments.

If you have questions, please contact me at the number below. Please refer to our claim number when writing or calling about this claim.

Sincerely,

DEBBIE SANDEFUR (SCAP)

PAYMENT RECOVERY UNIT 800-654-5896 extension 5977 GEICO General Insurance Company

35

CLL14

### GEICO

Policy Number:

**Your** policy provisions are amended as follows: **SECTION III** 

PHYSICAL DAMAGE COVERAGES

**Emergency Road Service** 

**You** have this coverage if "Emergency Road Service" appears in the "Coverages" space on the declarations page.

We will pay the fair cost you incur for the owned or non-owned auto for:

- mechanical labor up to one hour at the place of breakdown;
- lockout services up to \$100 per lockout if keys to the auto are lost, broken or accidentally locked in the auto;

We affirm this amendment.

W. C. E. Robinson Secretary

A-115 (02-02)

## Family Automobile Policy Amendment

# **Emergency Road Service Coverage**

- 3. if it will not run, towing to the nearest repair facility where the necessary repairs can be made;
- 4. towing it out if it is stuck on or immediately next to a public highway;
- delivery of gas, oil, loaned battery, or change of tire.
   WE DO NOT PAY FOR THE COST OF THE GAS,
   OIL, LOANED BATTERY, OR TIRE(S).

There will be a limit of one reimbursement per disablement.

O. M. Nicely President

EXHIBIT \_\_\_\_\_PAGE \_\_\_\_\_OF \_\_\_\_



# AUTOMOBILE POLICY AMENDMENT RENTAL REIMBUR SEMENT AMENDMENT

Policy Number:

We agree with you that the policy is amended as follows:

#### SECTION III - PHYSICAL DAMAGE COVERAGES

The following coverage is added:

#### Coverage-Rental Reimbursement

When there is a *loss* to an *owned auto* for which a specific premium charge indicates that rental reimbursement coverage is afforded:

We will reimburse the *insured* toward costs the *insured* incurs to rent an auto. Reimbursement will not exceed the limits described in the declarations and payment will be limited to a reasonable and necessary period of time required to repair or replace the *owned auto*. This coverage applies only if:

- 1. The owned auto is withdrawn from use for more than 24 consecutive hours, and
- 2. The loss to the owned auto is covered under comprehensive or collision coverage of this policy.

When there is a total theft of the entire auto, we will reimburse the *insured* toward costs the *insured* incurs to rent an auto, subject to the following limitations:

- 1. This coverage will reimburse the *insured* for reasonable rental expenses beginning 48 hours after a theft of the entire vehicle covered under the comprehensive coverage of this policy; and
- 2. This coverage may be used to reimburse reasonable rental expenses in excess of those provided by Section III of the policy if and to the extent the coverage limits under rental reimbursement exceed those provided in Section III of the policy. In that event, the amount payable under this amendment is the amount by which this coverage exceeds those described in Section III of the policy; and
- 3. Subject to number 2 above, in no event shall the total amount payable under both this coverage and the supplemental coverage in Section III of the policy exceed the daily limit of coverage provided by this amendment.

Reimbursement for rental charges shall end the earliest of when the owned auto has been:

- 1. Returned to you;
- 2. Repaired;
- 3. Replaced; or
- 4. If the **owned auto** is deemed by us to be a total loss, then seventy two (72) hours after we pay the applicable limit of liability under Section III.

No deductible applies to this coverage.

The coverage provided by this amendment is subject to all the provisions and conditions of SECTION III of the policy.

The COMPANY affirms this amendment.

W. C. E. Robinson Secretary O. M. Nicely President

#### **ENDORSEMENT**

#### LOSS PAYABLE CLAUSE

The Policy Number and Effective Date need be completed only when this endorsement is issued subsequent to preparation of the policy.

Policy Number:

Effective Date:

Any claim under the Physical Damage Coverages of the policy will be paid jointly to the *insured* and the Lienholder in the Declarations.

The Lienholder must notify us if he becomes aware of any increased hazard or change of ownership of the auto or he will lose all of his rights under this policy.

If the *insured* fails to file with us a Proof of *Loss* within 91 days after the loss, the Lienholder must do so within the following 60 days. The policy provisions on time of payment, appraisal and the right to sue us applies both to the Lienholder and the *insured*. We may settle a claim at our option by separate payment to the insured and the Lienholder.

Whenever we pay the Lienholder, we shall be subrogated to the Lienholder's rights of recovery to the extent of the payment. If the policy is in effect as to the Lienholder but has been canceled as to the *insured*, the Lienholder must assign the loan to us if we ask and we pay the full amount due.

We will mail notice to the Lienholder at least 10 days before we cancel his interest in the policy.

This endorsement forms a part of your policy. It is effective at 12:01 A.M. local time at your address on the effective date shown above.

#### RETAIN THIS COPY FOR YOUR RECORDS

Countersigned by Authorized Representative	

UE-316 (4-85)

### GEICO

# Automobile Policy Amendment Alaska

Policy Number:

Your policy is amended as follows:

#### SECTION I-LIABILITY COVERAGES

#### DEFINITIONS

The following definitions are revised:

- 3. Farm auto means a truck type vehicle with a Gross Vehicle Weight of 15,000 pounds or less, not used for commercial purposes other than farming.
- 11. *Utility auto* means a vehicle, other than a farm auto, with a Gross Vehicle Weight of 15,000 pounds or less of the pick-up body, van, or panel truck type not used for commercial purposes.
- 13. You and your means the policyholder in the declarations or his or her spouse if a resident of the same household.

#### ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE LIABILITY COVERAGES

Item 3. is revised as follows:

- 3. Interest calculated on that part of a judgment that is within our limit of liability and accruing:
  - (a) Before the judgment, where owed by law, and until we pay, offer or deposit in court the amount due under this coverage;
  - (b) After the judgment, and until we pay, offer or deposit in court, the amount due under this coverage.

Item 5. is revised as follows:

5. Premiums for bail bonds paid by an *insured* due to traffic law violations arising out of the use of an *owned* or non-owned auto.

After item 5. the following sentence is added:

We will upon request by an insured, provide reimbursement for the following items:

Items 6., 7., and 8. are renumbered and revised as follows:

- (a) Costs incurred by any insured for first aid to others at the time of an accident involving an owned or non-owned auto.
- (b) Loss of earnings up to \$50 per day, but not other income, if we request an insured to attend hearings and trials.
- (c) All reasonable costs incurred by an insured at our request.

#### **EXCLUSIONS**

#### When Section I Does Not Apply

The first paragraph is replaced as follows:

Section I does not apply to any claim or suit for damage if one or more of the exclusions listed below applies:

The following exclusions are added:

- 14. Bodily injury or property damage that results from nuclear exposure or explosion including resulting fire, radiation, or contamination is not covered.
- 15. Bodily injury or property damage that results from bio-chemical attack or non-natural exposure to bio-chemical agents is not covered.
- 16. We do not cover any liability assumed under any contract or agreement.
- 17. We do not cover **bodily injury** or property damage caused by an auto driven in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
- 18. Regardless of any other provision of this policy, there is no coverage for punitive or exemplary damages.

#### SECTION II-AUTO MEDICAL PAYMENTS

#### **EXCLUSIONS**

#### When Section II Does Not Apply

The following exclusions are added:

- 7. There is no coverage for **bodily injury** that results from nuclear exposure or explosion including resulting fire, radiation, or contamination.
- 8. There is no coverage for **bodily injury** that results from catastrophic bio-chemical attack, or non-natural catastrophic exposure to bio-chemical agents.

A54-AK (06-06)			Page 1 of 3
	FXHIRIT	PAGE	0E

 We do not cover bodily injury caused by an auto driven in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged or organized.

#### SECTION III-PHYSICAL DAMAGE COVERAGES

#### DEFINITIONS

The following definition is added:

- 10. Custom parts or equipment means paint, equipment, devices, accessories, enhancements, and changes, other than those which are original equipment manufacturer installed, which:
  - (a) Are permanently installed or attached; or
  - (b) Alter the appearance or performance of a vehicle.

This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals or to play back recorded media, other than those which are original equipment manufacturer installed, that are permanently installed in the **owned auto** or a newly acquired vehicle using bolts or brackets, including slide-out brackets.

#### ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE PHYSICAL DAMAGE COVERAGES

The second paragraph under 1. is revised as follows:

Reimbursement will not exceed \$25 per day, or \$750 per loss.

Item 3. is deleted.

#### **EXCLUSIONS**

#### When The Physical Damage Coverages Do Not Apply

Exclusion 10. is revised as follows:

10. There is no coverage for the destruction, impoundment, confiscation, or seizure of a vehicle by governmental or civil authorities due to its use by you, a relative, or a permissive user of the vehicle in illegal activity.

The following exclusions are added:

- 11. There is no coverage for *loss* that results from nuclear exposure or explosion including resulting fire, radiation, or contamination.
- 12. There is no coverage for *loss* that results from catastrophic bio-chemical attack, or non-natural catastrophic exposure to bio-chemical agents.
- 13. We do not cover *loss* for *custom parts or equipment* unless the existence of those *custom parts or equipment* has been previously reported to us and an endorsement to the policy has been added.
- 14. There is no coverage for any liability assumed under any contract or agreement.
- 15. There is no coverage for any loss or damage resulting from:
  - (a) The acquisition of a stolen vehicle;
  - (b) Any governmental, legal, or other action to return a vehicle to its legal, equitable, or beneficial owner, or anyone claiming an ownership interest in the vehicle;
  - (c) Any confiscation, seizure, or impoundment of a vehicle by governmental authorities; or
  - (d) The sale of an owned auto.
- 16. There is no coverage for any *loss* caused by participation in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged or organized.

#### LIMIT OF LIABILITY

Item 2. is revised as follows:

2. Will not exceed the cost to repair or replace the property, or any of its parts, including parts from non-original equipment manufacturers, with other of like kind and quality and will not include compensation for any diminution in the property's value that is claimed to result from the *loss*;

The first paragraph of Item 5. is replaced with the following:

5. For custom parts or equipment is limited to the actual cash value of the custom parts or equipment, not to exceed the actual cash value of the vehicle.

The following numbered paragraph is added:

6. For glass repair or replacement, is not to exceed the prevailing competitive price. Although you have the right to choose any glass repair facility or location, the limit of liability for loss to window glass is the cost to repair or replace such glass but will not exceed the prevailing competitive price. This is the price we can secure from a competent and conveniently located glass repair facility. At your request, we will identify a glass repair facility that will perform the repairs at the prevailing competitive price.

A54-AK (06-06)	Policy Number:			Page 2 of 3
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#### CONDITIONS

Condition 4., ACTION AGAINST US, the following paragraph is added:

If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** ask us immediately after a **loss** to preserve the salvage for inspection, we will do so for a period not to exceed 30 days. **You** may purchase the salvage from us if **you** wish.

## SECTION IV-UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE

#### **EXCLUSIONS**

#### When Section IV Does Not Apply

Exclusion 5. is replaced as follows:

5. This coverage shall not apply to personal property located on or inside the insured auto.

The following exclusions are added:

- 8. Bodily injury that results from nuclear exposure or explosion including resulting fire, radiation, or contamination is not covered.
- 9. Bodily injury that results from catastrophic bio-chemical attack or non-natural catastrophic exposure to bio-chemical agents is not covered.
- 10. This coverage does not apply to any liability assumed under any contract or agreement.
- 11. This coverage does not apply to damage caused by an *insured's* participation in or preparation for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged or organized.

#### SECTION V-GENERAL CONDITIONS

The following condition is added:

17. CHOICE OF LAW

The policy and any amendment(s) and endorsement(s) are to be interpreted pursuant to the laws of the state of Alaska.

We affirm this amendment.

J. C. Stewart Secretary

O. M. Nicely President

A54-AK (06-06)

Policy Number:

Page 3 of 3



TEL: 1-800-841-3000

FAX: 1-800-437-8837

Policy Number: 4040-68-39-57

geico.com

GEICO GENERAL INSURANCE COMPANY ONE GEICO PLAZA, WASHINGTON, DC 20076-0001

**FAMILY AUTOMOBILE POLICY RENEWAL DECLARATIONS** 

This is a description of your coverage. Please keep for your records.

Item 1: Named Insured and Address ERIKA ROSE KLINGER 4960 E 43rd Ave APT C-4 ANCHORAGE AK 99508

E-Mail Address: alaskachica50@hotmail.com

Date Issued: 11-06-07

Policy Period From 12-10-07

to 06-10-08

12:01 a.m. Local time at the address of the named insured.

The insured vehicle(s) will be regularly garaged in the town and state shown in Item 1, except as noted in the Vehicle Segment.

Contract Type: A30AK

CONTRACT AMENDMENTS:

ALL VEHICLES - A30AK A54AK

**UNIT ENDORSEMENTS:** 

A115 (VEH 1); A431 (VEH 1); UE316 (VEH 1)

#### IMPORTANT MESSAGES

- -Active Duty, Guard, Reserve or Retired Military: Call 1-800-MILITARY to see if you qualify for the Military Discount.
- -You are receiving a \$63.70 discount based on your membership in GKIHS.
- -Please verify that the coverages you requested are accurately reflected on your policy declaration sheet. Other coverages and limits may also be available. Enclosed you will find a form that will assist you in making any needed changes to the Uninsured Motorist coverages shown.
- -Reminder Physical damage coverage will not cover loss for custom options on an owned auto, including equipment, furnishings or finishings including paint, if the existence of those options has not been previously reported to us. Please call us at 1-800-841-3000 if you have any questions or wish to purchase additional coverage for customized equipment not included above.
- Confirmation of coverage has been sent to your lienholder and/or additional insured.

INSURED COPY

A30AK 50

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PAGE 1 TURN OVER

#### GEICO GENERAL INSURANCE COMPANY

Date Issued: 11-06-07

Policy Number: 4040-68-39-57

**VEHICLE** 

1 03 FORD

1FAFP34P33W259295

**RATED LOCATION** 

**ANCHORAGE AK 99508** 

**CLASS** 

A -N -24SFP -L

COVERAGES  Coverage applies where a premium or 0.00 is shown for the vehicle.  BODILY INJURY LIABILITY	LIMITS OR DEDUCTIBLES	Vehicle 1	PREMIUMS Vehicle	Vehicle
EACH PERSON/EACH OCCURRENCE	\$50,000/\$100,000	148.90		
PROPERTY DAMAGE LIABILITY	\$25,000	122.00		
UNINSURED & UNDERINSURED MOTORISTS				
EACH PERSON/EACH OCCURRENCE	\$50,000/\$100,000	35.90		
UNDERINSURED MOTORIST PROPERTY DAMAGE	\$25,000	13.80		
COMPREHENSIVE	\$500 DED	85.10		
COLLISION	\$500 DED	311.00		
EMERGENCY ROAD SERVICE	FULL	6.80		
RENTAL REIMBURSEMENT	\$25 PER DAY \$750 MAX	12.40		

SIX	MONTH	PREMIUM	PER	VEHICLE	٠

\$ 735.90

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

Premiums for these vehicles are based on the following Discounts and/or Surcharges:

DISCOUNTS

SPONSORED GROUP (VEH 1); ANTI-LOCK BRAKES (VEH 1); ANTI-THEFT DEVICE (VEH 1); 5 YEAR GOOD DRIVING (VEH 1)

Lienholder Vehicle 1 WELLS FARGO BANK NA Lienholder Vehicle

Lienholder Vehicle

**INSURED COPY** 

**EXHIBIT** PAGE

### GEICO

ONE GEICO PLAZA Washington, D. C. 20076-0001 Telephone: 1-800-841-3000

# Alaska Family Automobile Insurance Policy

- Government Employees Insurance Company
- GEICO Casualty Company
- GEICO General Insurance Company
- GEICO Indemnity Company

A-30AK (6-99)

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Whenever, "he," "his," "him," "himself" appears in this policy, you may read "she," "her," "hers," or "herself."

#### AGREEMENT

We, the Company named in the declarations attached to this policy, make this agreement with you, the policyholder. Relying on the information you have furnished and the declarations attached to this policy and if you pay your premium when due, we will do the following:

### SECTION I

Liability Coverages Your Protection Against Claims From Others **Bodily Injury Liability** Property Damage Liability

#### **DEFINITIONS**

The words italicized in Section I of this policy are defined below.

- 1. "Auto business" means the business of selling, repairing, servicing, storing, transporting or parking of autos.
- 2. "Bodily injury" means bodily injury to a person, including resulting sickness, disease or death.
- "Farm auto" means a truck type vehicle with a load capacity of 2000 pounds or less, not used for commercial purposes other than farming.
- 477 "Insured" means a person or organization described under PERSONS INSURED.
- 5. "Non-owned auto" means an automobile or trailer not owned by or furnished for the regular use of either you or a relative, other than a temporary substitute auto. An auto rented or leased for more than 30 days will be considered as furnished for regular use.

#### 6. "Owned auto" means:

- (a) a vehicle described in this policy for which a premium charge is shown for these coverages;
- (b) a trailer owned by you;
- (c) a private passenger, farm or utility auto, ownership of which you acquire during the policy. period or for which you enter into a lease during the policy period for a term of six months or more, if
  - .... (i) it replaces an owned auto as defined in (a) above; or
- (ii) we insure all private passenger, farm and utility autos owned or leased by you on the -date of the acquisition, and you ask us to add it to the policy no more than 30 days later;

#### (d) a temporary substitute auto.

- "Private passenger auto" means a four-wheel private passenger, station wagon or jeep-type auto.
- "Relative" means a person related to you who resides in **your** household.

- 9. "Temporary substitute auto" means an automobile or trailer, not owned by you, temporarily used with the permission of the owner. This vehicle must be used as a substitute for the owned auto or trailer when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.
- 10. "Trailer" means a trailer designed to be towed by a private passenger auto, if not being used for business or commercial purposes with a vehicle other than a private, passenger, farm or utility auto.
- 11. "Utility auto" means a vehicle, other than a farm auto, with a load capacity of 2000 pounds or less of the pick-up body, van or panel truck type not used for commercial purposes.
- 12. "War" means armed conflict between nations, whether or not declared, civil war, insurrection, rebellion or revolution."
- 13. "You" means the policyholder named in the declarations and his or her spouse if a resident of the same household.

### LOSSES WE WILL PAY FOR YOU UNDER SECTION I

Under Section I, we will pay damages which an insured becomes legally obligated to pay because of:

- 1. bodily injury, sustained by a person, and;
- 2. damage to or destruction of property, arising out of the ownership, maintenance or use of the owned auto or a non-owned auto. We will defend any suit for damages payable under the terms of this policy. We may investigate and settle any claim or suit.

#### ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE LIABILITY COVERAGES

- All investigative and legal costs incurred by us.
- 2. All court costs charged to an insured in a covered lawsuit, except that attorney fee payments shall not exceed the amount that could be awarded in accordance with the percentage schedule for contested cases as specified in Alaska Rule of Civil Procedure 82(b)(1) in a case in which a judgment equal to the liability policy limit or limits applicable to the loss is rendered.

If a judgment is rendered against you in excess of your liability policy limits, you will be responsible for attorney fees awarded in accordance with Alaska Rule of Civil Procedure 82(b)(1) which exceed that which would be

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- allowable under the schedule for contested cases if the judgment rendered was within your policy limit.
- All interest on that amount of a judgment which is within our limit of liability accruing after the entry of judgment until we have paid, offered or deposited in court that part of the judgment not exceeding the limit of our liability.
- amount of these bonds may not exceed the applicable limit of our liability.
- 5. Premiums for bail bonds paid by an insured due to traffic law violations arising out of the use of an insured auto, not to exceed \$250 per bail bond.
- 6. Costs incurred by any insured for first aid to others at the time of an accident involving an insured auto
- 7. Loss of earnings up to \$50 a day, but not other income, if we request an insured to attend hearings and trials.
- 8. All reasonable costs incurred by an insured at our request.

#### EXCLUSIONS Land 1985 Control of the Control of the

#### When Section I Does Not Apply

We will not defend any suit for damage if one or more of the exclusions listed below applies.

- Section I does not apply to any vehicle used to carry passengers or goods for hire. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.
- Bodily injury or property damage caused intentionally by or at the direction of an insured is not covered.
- We do not cover bodily injury or property damage that is insured under a nuclear liability policy.
- 4. Bodily injury or property damage arising from the operation of farm machinery is not covered.
- 5. Bodily injury to an employee of an insured arising out of and in the course of employment by an insured is not covered.

However, bodily injury of a domestic employee of the insured is covered unless benefits are payable or are required to be provided under a workers or workmen's compensation law.

We do not cover **bodily injury** to a fellow employee of an insured if the fellow employee's bodily injury arises from the use of an auto while in the course of employment and if workers' compensation or other similar coverage is available. We will defend you if suit is brought by a fellow employee against you alleging use, ownership or maintenance of an auto by you.

- We do not cover an owned auto while used by a person (other than you or a relative) when he is employed or otherwise engaged in the auto business.
- 8. A non-owned auto while maintained or used by any person is not covered while such person is employed or otherwise engaged in (1) any auto business if the accident arises out of that business; (2) any other business or 4. Premiums for appeal bonds in a suit we appeal, or occupation of any insured if the accident arises out of premiums for bonds to release attachments; but the face that business or occupation, except a private passenger auto used by you or your chauffeur or domestic servant while engaged in such other business.

## 94: We do not cover damage to:

- (a) property owned, operated or transported by an access . insured; or
- (b) property rented to or in charge of an insured other than a residence, private garage or motor vehicle rented by the insured.
- 10. We do not cover an auto acquired by you during the policy term, if you have purchased other liability insurance for it.

#### .11. We do not cover:

- (a) the United States of America or any of its agencies;
- (b) any person, including you, if protection is afa forded under the provisions of the Federal Tort Claims Act.
- 12. We do not cover bodily injury or property damage that results from the operation of a non-owned auto or temporary substitute auto that is designed for use principally off public roads that is not registered for use on public roads.
- 13. We do not cover punitive or exemplary damages awarded due to a loss where the insured was legally intoxicated or under the influence of illegal narcotics at the time of loss.

### PERSONS INSURED

Who Is Covered Section Lapplies to the following as insureds with regard to an owned auto:

## 1. you and your relatives

- 2. any other person using the auto with your permission. The actual use must be within the scope of that permission;
  - 3. any other person or organization for his or its liability because of acts or omissions of an insured under 1. or 2. above.

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Section I applies to the following with regard to a non-owned auto:

1. (a) you;

(b) your relatives when using a private passenger, farm or utility auto or trailer.

Such use by you or your relatives must be with the permission, or reasonably believed to be with the permission, of the owner and within the scope of that permis-

2. a person or organization, not owning or hiring the auto, regarding his or its liability because of acts or omissions of an insured under 1. above.

The limits of liability stated in the declarations are our maximum obligations regardless of the number of insureds involved in the occurrence.

### FINANCIAL RESPONSIBILITY LAWS

When this policy is certified as proof of financial responsibility for the future under the provisions of a motor vehicle financial responsibility law, this liability insurance will comply with the provisions of that law. The insured agrees to reimburse us for payments made by us which we would not have had to make except for this agreement.

### OUT OF STATE INSURANCE

When the policy applies to the operation of a motor vehicle outside of your state, we agree to increase your coverages to the extent required of out-of-state motorists by local law. This additional coverage will be reduced to the extent that you are protected by another insurance policy. No person can be paid more than once for any item of loss.

#### LIMITS OF LIABILITY

Regardless of the number of autos or trailers to which this policy applies:

- 1. The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of our liability for all damages, including damages for care and loss of services, because of bodily injury sustained by one person as the result of one occurrence.
- The limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services, because of bodily injury sustained by two or more persons as the result of any one occurrence.
- 3. The limit of property damage liability stated in the declarations as applicable to "each occurrence" is the total limit of our liability for all damages because of injury to or destruction of the property of one or more persons or organizations, including the loss of use of the property as the result of any one occurrence.

#### OTHER INSURANCE

If the insured has other insurance against a loss covered by Section I of this policy, we will not owe more than our pro-rata share of the total coverage available.

This policy is excess over any other valid and collectible insurance that applies to a temporary substitute or nonowned auto. If, however, the temporary substitute or non-owned auto is a rented motor vehicle, this policy provides primary coverage only if the operator of the temporary substitute or non-owned auto did not purchase insurance coverage from the person or organization from whom the vehicle was rented.

#### CONDITIONS

The following conditions apply to Section I:

#### 1. NOTICE

: As soon as possible after an occurrence, written notice must be given us or our authorized agent stating:

(a) the identity of the insured;

(b) the time, place and details of the occurrence;

(c) the names and addresses of the injured, and of any witnesses; and

(d) the names of the owners and the description and location of any damaged property.

If a claim or suit is brought against an insured, he must promptly send us each demand, notice, summons or other process received. 2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached trailer are considered to be one auto.

3. ASSISTANCE AND COOPERATION OF THE INSURED

The insured will cooperate and assist us, if requested:

- (a) in the investigation of the occurrence;
- (b) in making settlements;
- (c) in the conduct of suits:
- (d) in enforcing any right of contribution or indemnity against any legally responsible person or organization because of bodily injury or property damage;

(e) at trials and hearings;

- in securing and giving evidence; and
- (g) by obtaining the attendance of witnesses.

Only at his own cost will the insured make a payment, assume any obligation or incur any cost other than for first aid to others.

#### 4. ACTION AGAINST US

No suit will lie against us:

(a) unless the insured has fully complied with all the policy's terms and conditions, and

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- (b) until the amount of the insured's obligation to pay has been finally determined, either:
  - (i) by a final judgment against the insured after actual trial; or
  - (ii) by written agreement of the insured, the claimant and us.

A person or organization or the legal representative of either, who secures a judgment or written agreement, may then sue to recover up to the policy limits.

No person or organization, including the insured, has a right under this policy to make us a defendant in an action to determine the insured's liability.

Bankruptcy or insolvency of the insured or his estate will not relieve us of our obligations.

#### SUBROGATION

When payment is made under this policy, we will be subrogated to all the insured's rights of recovery against.

4. There is no coverage for persons employed in the others. The insured will help us to enforce these nights.

This means we will have the right to sue for or otherwise recover the loss from anyone else who may be held responsible.

## SECTIONI

# Auto Medical Payments

Protection For You And Your Passengers For Medical Expenses

## DEFINITIONS

The definitions of terms shown under Section I apply to this Coverage. In addition, under this Coverage, occupying means in or upon or entering into or alighting from.

#### PAYMENTS WE WILL MAKE

Under this Coverage, we will pay all reasonable expenses actually incurred by an insured within one year from the date of accident for necessary medical, surgical, x-ray, dental services, prosthetic devices, ambulance, hospital, professional nursing and funeral services. The one year limit does not apply to funeral services.

This Coverage applies to:

- 1. you and each relative who sustains bodily injury caused by accident: was a second of the second of
  - (a) while occupying the owned auto; or
  - (b) while occupying a non-owned auto if you or vour relative reasonably believe you have the owner's permission to use the auto and the use is within the scope of that permission; or
  - (c) when struck as a pedestrian by an auto or trailer.
- 2. any other person who sustains bodily injury caused by accident while occupying the owned auto while be-

ing used by your a resident of your household, or other persons with your permission.

#### EXCLUSIONS

### When Section II Does Not Apply

- 1. There is no coverage for bodily injury sustained by any occupant of an owned auto used to carry passengers or goods for hire. However, a vehicle used in an ordinary
- 2. There is no coverage for an insured while occupying avehicle located for use as a residence on premises.
- 3. You and your relatives are not covered for bodily injury sustained while occupying or when struck by:
- (a) a farm-type tractor or other equipment designed for use principally off public roads, while not upon public roads; or
  - (b) a vehicle operated on rails or crawler-treads.
  - and if benefits are required to be provided under a workwas sers compensation law.
    - 5. There is no coverage for bodily injury sustained due
      - 6. The Upited States of America or any of its agencies are not covered as an insured, a third party beneficiary, or otherwise.
        LIMIT OF LIABILITY

The limit of liability for medical payments stated in the declarations as applying to "each person" is the limit we will pay for all costs incurred by or on behalf of each person who sustains bodily injury in one accident. This applies regardless of the number of persons insured or the number of autos or trailers to which this policy ap-

#### OTHER INSURANCE

If the insured has other medical payments insurance against a loss covered by Section II of this policy, we will anot owe more than our prorata share of the total coverage

Any insurance we provide to a person who sustains bodily injury while occupying a vehicle you do not own shall be excess over any other valid and collectible insur-

## CONDETIONS

The following conditions apply to this Coverage:

#### 1. NOTICE

As soon as possible after an accident, written notice must be given us or our authorized agent stating:

- ' (a) the identity of the *insured*;
- (b) the time, place and details of the accident; and

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(c) the names and addresses of the injured, and of any witnesses.

#### TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached *trailer* are considered to be one auto.

#### 3. ACTION AGAINST US

Suit will not lie against us unless the insured has fully complied with all the policy terms.

4. MEDICAL REPORTS - PROOF AND PAYMENT OF CLAIMS

As soon as possible, the injured person or his representative will furnish us with written proof of claim, under oath if required. After each request from us, he will give us written authority to obtain medical reports and copies of records.

The injured person will submit to an examination by doctors chosen by us and at one expense as we may reasonably require.

We may pay either the injured person, the doctor or other persons or organizations rendering medical services. These payments are made without regard to fault or legal liability of the *insured*.

## 5. SUBROGATION

When we make a payment under this coverage, we will be subrogated (to the extent of payment made by us) to the rights of recovery the injured person or anyone receiving the payments may have against any person or organization. Such person will do whatever is necessary to secure our rights and will do nothing to prejudice them.

This means we will have the right to sue for or otherwise recover the loss from anyone else who may be held responsible.

#### SECTION III

Physical Damage Coverages

Your Protection For Loss Or Damage To Your Car

#### DEFINITIONS

The definitions of the terms "auto business", "farm auto", "private passenger auto", "relative", "temporary substitute auto", "utility auto", "you" and "war" under Section II also. Under this Section, the following special definitions apply:

- 1. "Actual cash value" is the replacement cost of the auto or property less depreciation or betterment.
- 2. "Betterment" is improvement of the auto or property to a value greater than its pre-loss condition.
- 3. "Collision" means loss caused by upset of the covered auto or its collision with another object, including an attached vehicle.

- 4. "Depreciation" means a decrease or loss in value to the auto or property because of use, disuse, physical wear and tear, age, outdatedness or other causes.
- 5. "Insured" means:
  - (a) regarding the owned auto:
    - you and your relatives;
    - (ii) a person or organization maintaining, using or having custody of the auto with your permission, if his use is within the scope of that permission.
  - (b) regarding a non-owned auto; you and your relatives, using the auto, if the actual operation or use is with the permission or reasonably believed to be with the permission of the owner and within the scope of that permission.
- "Loss" means direct and accidental loss of or damage to:
  - (a) the auto, including its equipment; or
- (b) other insured property.

  7. "Non-owned auto" means a private passenger, form or utility auto or trailer and a private passenger.
- farm or utility auto or trailer not owned by or furnished for the regular use of either you or your relatives, except a temporary substitute auto. You or your relative must be using the auto or trailer within the scope of permission given by its owner. An auto rented or leased for more than 30 days will be considered as furnished for regular use.
- 8. "Owned auto" means:
  - (a) any vehicle described in this policy for which a specific premium charge indicates there is coverage;
  - (b) a private passenger, farm or utility auto or a trailer, ownership of which is acquired by you during the policy period or for which you enter into a lease during the policy period for a term of six months or more; if
    - (i) it replaces an owned auto as described in (a) above, or
    - (ii) we insure all private passenger, farm, utility autos and trailers owned or leased by you on the date of such acquisition and you request us to add it to the policy within 30 days afterward;
  - (c) a temporary substitute auto.
- 9. "Trailer" means a trailer designed for use with a private passenger auto and not used as a home, office, store, display or passenger trailer.

#### LOSSES WE WILL PAY FOR YOU

Comprehensive (Excluding Collision)

1. We will pay for each loss, less the applicable deductible, caused other than by collision, to the owned or

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non-owned auto. This includes breakage of glass and loss caused by:

- (a) missiles:
- windstorm:
- (b) falling objects;
- hail:

- (c) fire:
- (1)water;
- (d) lightning;
- flood; (m)
- (e) theft;
- (n) malicious mischief; ...
- (f) ·· larceny;
- (g) explosion;
- (h) earthquake;

colliding with a bird or animal;

No deductible will apply to loss caused by fire lightning, smoke, smudge, or damage sustained while the vehicle is being transported on any conveyance.

At the option of the *insured*, breakage of glass caused by collision may be paid under the Collision Coverage, if (b), that auto is insured under the appropriate coverincluded in the policy. CONTRACT OF STATE OF

- 2. We will pay, up to \$200 per occurrence, less any deductible shown in the declarations, for loss to personal When The Physical Damage Coverages Do Not Apply effects due to:

- (c) flood; (g) \*\* explosion.
- (d), thefr of the entire automobile;

The property must be owned by you or a relative, and must be in or upon an owned auto.

No deductible will apply due to loss by fire or lightning.

3. Losses arising out of a single occurrence shall be subject to no more than one deductible.

#### Collision -

- 1. We will pay for collision loss to the owned or nonowned auto for the amount of each loss less the applicable deductible.
- We will pay up to \$200 per occurrence, less the applicable deductible, for loss to personal effects due to a collision. The property must be owned by you or a rela-
- Losses arising out of a single occurrence shall be subject to no more than one deductible.

#### ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE PHYSICAL DAMAGE COVERAGES

We will reimburse the *insured* for transportation expenses incurred during the period beginning 48 hours after a theft of the entire auto covered by Comprehensive Coverage under this policy has been reported to us and the police. Reimbursement ends when the auto is returned to use or we pay for the loss.

Reimbursement will not exceed \$20 per day nor \$600 per loss.

- 2. We will pay general average and salvage charges for which the insured becomes legally liable when the auto. is being transported.
- 3. We will pay for loss to any of the following equipment (including loss to accessories and antennas):

  - (a) car phone;(b) citizen's band radio;
- (c) vandalism; (d) scanning monitor receiver; or
  - (e) device designed for the recording and/or reproduction of sound.

We will pay only if the equipment at the time of *loss*:

- (a) is permanently installed in or upon an owned auto; and
- age.

#### EXCLUSIONS

- An auto-used-to-carry passengers or goods for hire is (e) falling objects; sometime to sent the falling objects of the falling objects; sometime to sent the falling objects of the falling obj
  - 2. Loss due to war is not covered.
    - 3. We do not cover loss to a non-owned auto when used by the insured in the auto business.
    - 4. There is no coverage for loss caused by and limited to wear and tear, freezing, mechanical or electrical breakdown or failure, unless that damage results from a covered theft.
    - 5. Tires, when they alone are damaged by collision, are not covered.
    - 6. Loss due to radioactivity is not covered.
    - 7. Loss to any tape, wire, record disc or other medium for use with a device designed for the recording and/or reproduction of sound is not covered.
- tive, and must be in or upon an owned anto. ...commercial purposes with vehicles other than private passenger, farm or utility autos.
  - 10. We do not cover loss to an owned auto or nonowned auto that results from destruction or confiscation by governmental or civil authorities because you, a rela-\* \* tive or anyone else engaged in illegal activities.

#### LIMIT OF LIABILITY

. The limit of our liability for loss:

- $\stackrel{ op}{ o}$  1. is the actual cash value of the property at the time of the loss:
- 2. will not exceed the cost to repair or replace the property, or any of its parts, with other of like kind and quality and will not include compensation for any diminution

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in the property's value that is claimed to result from the loss;

- 3. to personal effects arising out of one occurrence is \$200;
- 4. to a trailer not owned by you is \$500;
- 5. for custom options is limited to the actual cash value of equipment, furnishings or finishings (including paint) installed in or upon the vehicle only by the auto factory or an authorized auto dealer and included in the purchase price of the vehicle.

Actual cash value of property will be determined at the time of the loss and will include an adjustment for depreciation/betterment and for the physical condition of the property.

#### OTHER INSURANCE

If the *insured* has other insurance against a *loss* covered by Section III, we will not owe more than our prorata share of the total coverage available.

This policy is excess over any other valid and collectible insurance that applies to a temporary substitute or non-owned auto. If, however, the temporary substitute or non-owned auto is a rented motor vehicle, this policy provides primary coverage only if the operator of the temporary substitute or non-owned auto did not purchase insurance coverage from the person or organization from whom the vehicle was rented.

#### CONDITIONS ...

The following conditions apply only to the Physical Damage Coverages:

### 1. NOTICE

As soon as possible after a *loss*, written notice must be given us or-our authorized agent stating:

- (a) the identity of the insured;
- (b) a description of the auto or trailer;
- (c) the time, place and details of the loss; and
- (d) the names and addresses of any witnesses.

In case of theft, the *insured* must promptly notify the police.

#### 2. TWO OR MORE AUTOS

If this policy covers two or more autos or *trailers*, the limit of coverage and any deductibles apply separately to each.

## 3. ASSISTANCE AND COOPERATION OF THE INSURED

The *insured* will cooperate and assist us, if requested:

- (a) in the investigation of the loss;
- (b) in making settlements;
- (c) in the conduct of suits;

- (d) in enforcing any right of subrogation against any legally responsible person or organization;
- (e) at trials and hearings;
- (f) in securing and giving evidence; and
- (g) by obtaining the attendance of witnesses.

#### 4. ACTION AGAINST US

Suit will not lie against us unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of loss is determined.

#### 5. INSURED'S DUTIES IN EVENT OF LOSS

In the event of loss the insured will:

- (a) Protect the auto, whether or not the loss is covered by this policy. Further loss due to the insured's failure to protect the auto will not be covered. Reasonable expenses incurred for this protection will be paid by us.
- (b) File with us, within 91 days after loss, his sworn proof of loss including all information we may reasonably require.
- (c) At our request, the *insured* will exhibit the damaged property.

#### 6. APPRAISAL

If we and the *insured* do not agree on the amount of loss, either may, within 60, days after proof of loss is filed, demand an appraisal of the loss. In that event, we and the insured will each select a competent appraiser. The appraisers will select a competent and disinferested umpire. The appraisers will state separately the actual cash value and the amount of the loss. If they fail to agree, they will submit the dispute to the impire. An award in writing of any two will determine the amount of loss. We and the insured will each pay his chosen appraiser and will bear equally the other expenses of the appraisal and umpire.

We will not waive our rights by any of our acts relating to appraisal.

#### 7. PAYMENT OF LOSS

We may at our option:

- (a) pay for the loss; or
- (b) repair or replace the damaged or stolen property.

At any time before the loss is paid or the property replaced, we may return any stolen property to you or to the address shown in the declarations at our expense with payment for covered damage. We may take all or part of the property at the agreed or appraised value, but there will be no abandonment to us. We may settle claims for loss either with the insured or the owner of the property.

#### 8. NO BENEFIT TO BAILER

This insurance does not apply directly or indirectly to the benefit of a carrier or other bailee for hire liable for the *loss* of the auto.

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#### **SUBROGATION**

When payment is made under this policy, we will be subrogated to all the insured's rights of recovery against others. The *insured* will help us to enforce these rights. The insured will do nothing after loss to prejudice these rights.

This means we will have the right to sue for or other in the control of the contr erwise recover the loss from anyone else who may be held responsible.

#### SECTION IV

Uninsured Motorists Coverage and Underinsured Motorists Coverage:

Caused By Uninsured, Underinsured And Hit-And-Run Motorists

#### DEFINITIONS

The definitions of terms for Section Lapply to Sec tion IV except for the following special definitions:

- 1. "Hit And Run Motor Vehicle" means a motor vehicle causing bodily injury to an insured or property damage to an insured auto, through physical contact with him or with an auto he is occupying at the time of the accident and whose operator or owner cannot be identified, provided the *insured* or someone on his behalf:
  - (a) reports the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles; (b) files with us within 30 days a statement setting
    - forth the facts of the accident and claiming that he has a cause of action for damages against an unidentified person; and
  - (c) makes available for inspection, at our request, the auto occupied by the insured at the time of · the accident.

#### "Insured" means:

- (c) any other person while occupying an insured (c) any other person while occupying an insured
- (d) any person who is entitled to recover damages because of hodily injury sustained by an insured under (a), (b), and (c) above.

If there is more than one insured, our limits of liability will not be increased.

#### 3. "Insured Auto" is an auto:

- (a) described in the declarations and covered by the bodily injury and property damage liability coverage of this policy;
- temporarily substituted for an insured auto when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

#### (c) operated by you.

But the term "insured auto" does not include:

- the second of the second of the second of (i) an auto used to carry passengers or goods for hire except in a car pool;
- s (ii) an auto being used without the owner's
  - use of an insured.
- 4. "Occupying" means in, upon, getting into or getting
- 5. "State" includes the District of Columbia, the terri-Protection For You And Your Passengers For Injuries and possessions of the United States and the Prov-

### 6. "Uninsured Motor Vehicle" means:

- (a) a motor vehicle which has no bodily injury and property damage liability bond, policy of insurance or cash or securities on file to cover bodily injury, at the time of the accident; or
- (b) a motor vehicle, including a farm-type tractor or equipment while it is being used on public roads, which has bodily injury and property damage liability insurance in effect at the time of the accident, but the insurer of the vehicle, the legally authorized self insured owner or operator, of the vehicle, or the government entity that owns the vehicle legally denies coverage or becomes insolvent; or

### (c) a hit and run motor vehicle as defined.

The term "uninsured motor vehicle" does not include:

- (a) an insured auto:
- (b) a motor vehicle owned or operated by a legally authorized self insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law, except as shown in part (b) under the definition of "unin-
  - (c) a motor vehicle owned by the United States of America, any other national government, a state, or a political sub-division of any such part (b) under the definition of "uninsured motor vehicle" above:
    - (d) a land motor vehicle or trailer operated on rails or tracks or located for use as a residence or premises; and
      - (e) a farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads, except as shown in part (b) under the definition of "uninsured motor vehicle" above.

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7. "Underinsured motor vehicle" means a motor vehicle licensed for highway use with respect to the ownership, operation, maintenance, or use for which there is a bodily injury or property damage insurance policy or bond applicable at the time of the accident and the amount of insurance or bond is less than the amount the insured is legally entitled to recover for bodily injury or property damage from the owner or operator of the underinsured motor vehicle.

#### LOSSES WE PAY

We will pay damages for bodily injury, caused by an accident, which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle, an underinsured motor vehicle, or a hit and run motor vehicle arising out of the ownership, maintenance or use of that vehicle.

We will pay for property damages to an insured auto, caused by an accident which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle, underinsured motor vehicle, or a hit and run motor vehicle arising out of the ownership, maintenance or use of that vehicle.

This coverage will not apply to **bodily injury** of an **insured** or property damage of an **insured** until the limits of liability of all bodily injury and property damage liability bonds and policies that apply have been used up by payments, judgments, for settlements. Nor will this coverage apply if the **insured** has resolved a claim and impaired our right to recover our payment from any person or organization from whom the **insured** is legally entitled to recover.

#### **EXCLUSIONS**

#### When Section IV Does Not Apply

- 1. This coverage does not apply to **bodily injury** or to property damage sustained by any **insured** while **occupying** or through being struck by an auto owned by **you** or a **relative** that is not an **insured auto**.
- 2. This coverage shall not apply to the benefit of any workmen's compensation carrier, disability benefits carrier or any person qualified as a legally authorized self-insurer under any workmen's compensation or disability law or similar law.
- 3. This coverage shall not apply to the benefit of any property insurer.
- 4. This coverage does not apply to the first two hundred and fifty dollars of the total amount of all property damage as the result of any one accident.
- 5. his coverage shall not apply to the loss of use to an insured auto.
- 6. This coverage shall not apply to personal property located on or inside the *insured auto*.

7. Regardless of any other provision of this policy, there is no coverage for punitive or exemplary damages.

#### LIMITS OF LIABILITY

Regardless of the number of *insured autos* or *trailers* to which this policy applies:

- -1. The limit of liability for Uninsured and Underinsured Motorist coverage shown in the declarations as
  applicable to "each person" is the limit of our liability for
  all damages, including those for care or loss of services,
  due to **bodily injury** to one person as the result of one
  accident.
- 2. The limit of liability for Uninsured and Underinsured Motorist coverage shown in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of our liability for all damages, including damages for care and loss of services, because of **bodily injury** to two or more persons as the result of one accident.
- 3. The limit of liability for Uninsured and Underinsured Motorist Property Damage coverage shown in the declarations as applicable to "each accident" is the total limit of our liability for all damages because of property damage to all property of one or more *insureds* as the result of any one accident. This limit is subject to the provisions of Exclusion 5.
- 4. The maximum limit of liability of the insurance carrier under the Uninsured/Underinsured Motorist coverage required to be offered shall be the lesser of:
  - (a) The difference between the amount of the insured's damages for bodily injury and property damage and the amount paid to the insured by or for a person who is or may be legally liable for the damages; and

(b) The applicable limit of liability of the Uninsured and Underinsured Motorist coverage.

5. When coverage is afforded to two or more autos, the limits of liability for Uninsured/Underinsured Motorist coverage shall apply separately to each auto as stated in the declarations but shall not exceed the highest limit of liability applicable to one auto.

When coverage is afforded for Uninsured or Underinsured Motorist coverage under more than one motor vehicle policy issued by the same insurer, the maximum amount payable is limited to the highest limit of any one coverage under the policy.

6. Any amount payable under the Uninsured/Underinsured Motorist coverage shall be excess to any amount payable under automobile bodily injury, death or medical payments coverage, or as worker's compensation benefits and may not duplicate amounts paid or payable under valid and collectible automobile bodily injury; death, or medical payments coverage or as worker's compensation benefits.

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- 7. This coverage will not apply to bodily injury of an insured or property damage of an insured until the limits of liability of all bodily injury and property damage liability bonds and policies that apply have been used up by payments, judgments, or settlements.
- This section limits coverage for attorney fees under in which a claim under this coverage is asserted, our obligation under the coverage to pay attorney's fees taxable as costs is limited as follows:

Alaska Rule of Civil Procedure 82 provides that an Apolicy or coverage not covering a motor vehicle injured person may recover a portion of his attorney's fees from the person, party or entity legally responsible for his injury. The amount that may be collected is set forth in Alaska Rule of Civil Procedure 82. As a part of this coverage, attorney's fees that an insured may collect SUBROGATION under Alaska Rule of Civil Procedure 82 are subject to the following limitation:

We will not pay that portion of any attorney's fee that is in excess of the fees calculated by applying the schedule for contested cases in Alaska Rule of Civil Procedure 82(b)(1) to the limit of liability of this coverage. This limitation means that potential attorney's fees that could be awarded against an uninsured or underinsured motorist may not be covered in full.

#### OTHER INSURANCE

If an insured is entitled to Uninsured or Underinsured Motorist coverage under more than one coverage when two or more vehicles are insured under one policy, the maximum amount payable may not exceed the highest limit of any one coverage under the policy.

If a person as the named insured is entitled to Uninsured or Underinsured Motorist coverage under more than one motor vehicle policy issued by the same insurer, the maximum amount payable may be limited to the highest limit of any one coverage under the policies.

- If an insured is entitled to Uninsured or Underinsured Motorist coverage under more than one policy providing motor vehicle liability coverage, payments will be made in the following order of priority, subject to the limit of liability of each applicable policy or coverage:
- A policy or coverage covering a motor vehicle occupied by the injured person or a policy or coverage covering a pedestrian as a named insured.
- A policy or coverage covering a motor vehicle occupied by the injured person as an insured other than as a named insured.
- 3. A policy or coverage not covering a motor vehicle. occupied by the injured person but covering the injured person as a named insured.
- 4. A policy or coverage not covering a motor vehicle occupied by the injured person but covering the injured

person as an *insured* other than as a named masure

- 5. A policy or coverage covering, as excess, umbrella, or similar insurance, a motor vehicle occupied by the injured person or a policy or coverage covering, as excess, umbrella, or similar insurance, a pedestrian as a named Hillin and the second of the second insured.
- umbrella, or similar insurance, the injured person as the . named insured.
- occupied by the injured person but covering, as excess, "umbrella, or similar insurance; the injured person as an insured other than as a named insured.

If we make payment under the policy and the insured had or has a right to recover damages from another, we shall be subrogated to that right. This means that we will have the right to seek recovery of any payment we make from any person, party or entity who may be held responsible. However out right to recover is secondary to the insured's right to be compensated fully for his dam-

The insured will do nothing to prejudice our rights to pursue subrogation; and will cooperate with us to enforce these rights.

## CONDITIONS

The following conditions apply only to the Uninsured Motorists coverage and Underinsured Motorists gcoverage:

#### 1. NOTICE

As soon as possible after an accident, notice must be given us or our authorized agent stating:

: (a) the identity of the insured;

(b) the time, place and details of the accident;

(c) the names and addresses of the injured, and of any witnesses.

If the insured or his legal representative files suit before we make a settlement under this coverage, he must immediately provide us with a copy of the pleadings.

2. PROOF OF CLAIM - MEDICAL REPORTS - PROOF · · · OR LOSS · · · · · · · ·

As soon as possible, the insured or other person making claim must give us written proof of claim, under oath if required. This will include details of the nature and extent of injuries, treatment and other facts which may affect the amount payable.

. The insured and other persons making claim must submit to examination under oath by any person named by us, when and as often as we may reasonably require,

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at which time the insured or other persons may have their attorney present. Proof of claim must be made on forms furnished by us unless we have not furnished these forms within 15 days after receiving notice of claim.

The injured person will submit to examination by doctors chosen by us, at our expense, as we may reasonably require. At our request, the insured shall authorize us to obtain medical reports and copies of records. If he is incapacitated or dead, his legal representative shall provide the authorization.

In the event of a property damage loss, the insured shall protect the auto from further loss. Further loss due to failure to protect will not be covered. We will pay for reasonable expenses incurred for the protection of the auto.

The insured or other person making a property damage claim shall file a proof of loss with us as soon as practicable. The proof of loss shall be a sworn statement as to the interest of the insured and anyone else in the property, any encumbrances upon the property, actual cash value at the time of loss, amount, place, cause and time of loss, and description and amounts of all other insurance covering this property. Upon our request, the insured will show us the damaged property.

3. PAYMENT OF LOSS

Any amount due is payable:

(a) to the *insured*, or (b) to his parent or guardian, if the *insured* is a minor, or
(c) to his surviving spouse, if the insured is de-

ceased; otherwise

(d) to a person authorized by law to receive the payment, or to a person legally entitled to recover payment for the damages.

We may, at our option, pay any amount due in accordance with (d) above.

#### ARBITRATION

Except as set forth in the last sentence of this paragraph, any dispute arising between any insured and us regarding:

(a) the extent to which the insured is legally entitled to recover against an owner or operator of an uninsured motor vehicle or underinsured motor vehicle(i.e., issues of liábility); or

(b) the amount of damages sustained by the insured

may be arbitrated. However, neither the insured nor we will be required to arbitrate unless arbitration is expressly required by state law. Unless so required, binding arbitration will not be used to resolve disputes regarding policy interpretation, the existence of this coverage in a particular policy, or the application of this coverage to a particular claim or claimant.

We will be obligated to pay no more than the applicable policy limits for this coverage regardless of whether an arbitration results in an award in excess of the applicable policy limits for this coverage as defined in this policy.

Arbitration will not deprive any insured of the right to bring action against us to recover any sums due under the terms of the policy. Arbitration will not deprive the courts of this state of jurisdiction against us.

Unless otherwise required by state law, the method, manner and format of any arbitration process will be subject to agreement by you and us. All expenses and fees, not including counsel fees or adjuster fees, incurred because of arbitration shall be paid as determined by the neutral arbitrator. Each party may be represented by an attorney at an arbitration.

If a party makes a timely application to the court, an arbitration award may be modified, corrected or vacated as provided by Alaska law.

#### SECTION V

#### General Conditions

These conditions apply to all Coverages in this policy.

#### 1. TERRITORY

This policy applies only to accidents, occurrences or losses during the policy period within the United States of America, its territories or possessions, or Canada or when the auto is being transported between ports thereof."

## 2. PREMIUM

When you dispose of, acquire ownership of, or replace a private passenger, farm or utility auto, any necessary premium adjustment will be made as of the date of the change and in accordance with our manuals.

#### 3. CHANGES

The terms and provisions of this policy cannot be waived or changed, except by an endorsement issued to form a part of this policy.

We may revise this policy during its term to provide more coverage without an increase in premium. If we do so, your policy will automatically include the broader coverage when effective in your state.

The premium for each auto-is based on the information we have in your file. You agree:

- (a) that we may adjust your policy premiums during the policy term if any of this information on which the premiums are based is incorrect, incomplete or changed.
- (b) that you will cooperate with us in determining if this information is correct and complete.
- (c) that you will notify us of any changes in this information.

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Any calculation or recalculation of your premium or changes in your coverage will be based on the rules, rates and forms on file, if required, for our use in your state.

#### 4. ASSIGNMENT

Your rights and duties under this policy may not be assigned without our written consent.

spouse, if covered under the policy prior to your death ment when due to us or our agent. Until the expiration of the policy term, we will also ....... (b) Your driver's license, or that of any customary

only while operating an owned auto and only while acting within the scope of his duties; and

(b) any person having proper temporary custody of 3 and operating the owned auto, as an insured, until the appointment and qualification of the executor or administrator of your estate.

shown in the declarations. But, it may be continued by our offer to renew and your acceptance prior to the expiration date. Each period will begin and expire at 12:01 A.M. local time at your address stated in the declarations.

#### 6. CANCELLATION BY THE INSURED

You may cancel this policy by providing notice to us stating when, after the notice, cancellation will be effec-

If this policy is cancelled, you may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals.

#### 7. CANCELLATION BY US

We may cancel this policy by mailing to you, at the address shown in this policy, written notice stating when the cancellation will be effective.

We will mail this notice:

- is for non-payment of premium or any of its installments when due; 10: OTHER INSURANCE
- (b) 30 days in advance in all other cases.

EXCEPTION: 10 days in advance if cancellation is for suspension or revocation of a driver's license.

The mailing or delivery of the above notice will be a tive date of the other insurance. sufficient proof of notice. The policy will cease to be in 11 DIVIDEND PROVISION effect as of the date and hour stated in the notice.

If this policy is cancelled, you may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals. Payment or tender of unearned premium is not a condition of cancellation.

### CANCELLATION BY US IS LIMITED

After this policy has been in effect for 60 days or, if the policy is a renewal policy, we will not cancel except for any of the following reasons:

(a) . You do not pay the initial premium on other than a renewal policy or any additional premiums for If you die, this policy will cover your surviving the state of a this policy or fail to pay any premium install as

operator has been under suspension or revocation during the policy period or, if a renewal pol-(a) the executor or administrator of your estate but icy, during the policy period or the 180 days immediately preceding its' effective date. This does not apply to a driver's license revocation under AS 28.15.183 or 28.15.185 for possession or consumption of alcohol in a situation where the person while under 21 years of age was not driving, and was in violation of AS 04.16.050 or POLICY PERIOD

A municipal ordinance with substantially similar velements.

Unless otherwise cancelled, this policy will expire as (c) You change your principal residence to a state

(c) You change your principal residence to a state where we do not issue new or renewal automobile insurance policies.

We have the right to modify the Comprehensive Coverage under Section III by including a deductible of not more than \$100. 

#### 9. RENEWAL

We will not refuse to renew this policy unless written notice of our refusal to renew is mailed to you, at the address shown in this policy, at least 20 days prior to the expiration date. The mailing or delivery of this notice by us will be sufficient proof of notice. This policy will expire without notice if any of the following conditions ex-

(a) You do not pay any premium as we require to renew this policy.

(b) You have informed us or our agent that you wish the policy to be cancelled or not renewed.

(c) You do not accept our offer to renew or you ref-(a) 20 days in advance if the proposed cancellation use to provide us with renewal classification and

· . . If other insurance is obtained on your insured auto to replace this insurance, any similar insurance afforded under this policy for that auto will terminate on the effec-

You are entitled to share in a distribution of the sur---- plus of the Company as determined by its Board of Directors from time to time.

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#### 12. DECLARATIONS

By accepting this policy, you agree that:

- (a) the statements in your application and in the declarations are your agreements and representations:
- tions;
  (b) this policy is issued in reliance upon the truth of these representations; and
- (c) this policy, along with the application and declaration sheet, embodies all agreements relating to this insurance. The terms of this policy cannot be changed orally.

#### 13. FRAUD AND MISREPRESENTATION

Coverage is not provided to any person who knowingly conceals or misrepresents any material fact or circumstance relating to this insurance:

- (a) at the time of application; or
- (b) at any time during the policy period; or
- (c) in connection with the presentation or settlement of a claim.

### 4. EXAMINATION UNDER OATH

The insured or any other person seeking coverage under this policy must submit to examination under oath by any person named by us when and as often as we may require. Any person submitting to examination under oath as required by this Condition is entitled to have his own counsel present during such examination.

#### 15. DISPOSAL OF VEHICLE

If you relinquish possession of a leased vehicle or if you sell or relinquish ownership of an owned auto, any coverage provided by this policy for that vehicle will terminate on the date you do so

### 16. TERMS OF POLICY CONFORMED TO STATUTES

Any terms of this policy in conflict with the statutes of Alaska are amended to conform to those statutes.

### SECTION VI - AMENDMENTS AND ENDORSEMENTS

#### SPECIAL ENDORSEMENT UNITED STATES GOVERNMENT EMPLOYEES

- A. Under the Property Damage coverage of Section I, we provide coverage to United States Government employ-
  - 1. Motor vehicles owned or leased by the United States Government or any of its agencies, or
  - 2. Rented motor vehicles used for United States Government business,

when such use is with the permission of the United States Government. Subject to the limits described in paragraph B. below, we will pay sums you are legally obligated to pay for damage to these vehicles.

- B. The following limits apply to this Coverage:
  - 1. A \$100 deductible applies to each occurrence.
  - 2. For vehicles described in A.1. above, our liability shall not exceed the lesser of the following:

- a. the actual cash value of the property at the time of the occurrence; or
- b. the cost to repair or replace the property, or any of its parts, with other of like kind and quality; or
- c. two months basic pay of the insured, or
  - d. the limit of Property Damage liability coverage stated in the declarations.
- 3. For vehicles described in A.2. above, our liability shall not exceed the lesser of the following:
  - a. the actual cash value of the property at the time of the occurrence; or
  - the cost to repair or replace the property, or any of its parts with other of like kind and quality; or
  - the limit of Property Damage liability coverage stated in the declarations.

This insurance is excess over other valid and collectible insurance.

J. C. Stewart

J. C. Stewart

Secretary

President

GOVERNMENT EMPLOYEES INSURANCE COMPANY
GEICO CASUALTY COMPANY
GEICO GENERAL INSURANCE COMPANY
GEICO INDEMNITY COMPANY
HOME OFFICE - 5260 Western Avenue
Chevy Chase, Maryland 20815-3799

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#### NOTICE

## THIS POLICY LIMITS COVERAGE FOR ATTORNEY FEES UNDER ALASKA RULE: OF CIVIL PROCEDURE 82

In any suit in Alaska in which we have a right or duty to defend an insured in addition to the limits of liability, our obligation under the applicable coverage to pay attorney fees taxable as costs against the insured is limited as follows:

Alaska Rule of Civil Procedure 82 provides that if you are held liable, some or all of the atterney fees of the person making a claim against you must be paid by you. The amount that must be paid by you is determined by Alaska Rule of Civil Procedure 82. We provide coverage for attorney fees for which you are liable under Alaska Rule of Civil Procedure 82 subject to the following limitation:

We will not pay that portion of any attorney's fees that is in excess of the fees calculated by applying the schedule for contested cases in Alaska Rule of Civil Procedure 82(b)(1) to the limit of liability of the applicable coverage.

This limitation means the potential costs that may be awarded against you as attorney fees may not be covered in full. You will have to pay any attorney fees not covered directly.

For example, the attorney fees provided by the schedule for contested cases in Alaska Rule of Civil Procedure 82(b)(1) are:

20% of the first \$25,000 of a judgment;

10% of the amounts over \$25,000 of a judgment.

Therefore, if a court awards a judgment against you in the amount of \$125,000, in addition to that amount, you would be liable under Alaska Rule of Civil Procedure 82(b)(1) for attorney fees of \$15,000, calculated as follows:

20% of \$ 25,000 10% of \$100,000

\$ 5,000 " \$10,000

Total Award \$125,000

Total Attorney Fees \$15,000

If the limit of liability of the applicable coverage is \$100,000, we would pay \$100,000 of the \$125,000 award, and \$12,500 for Alaska Rule of Civil Procedure 82(b)(1) attorney fees, calculated as follows:

20% of \$ 25,000 10% of \$ 75,000

\$ 5,000

Total Limit of Liability \$100,000

Total Attorney Fees Covered \$12,500

You would be liable to pay, directly and without our assistance, the remaining \$25,000 in liability plus the remaining \$2,500 for attorney fees under Alaska Rule of Civil Procedure 82 not covered by this policy.

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Page 3 of 6			D	avison, Der	rek _: 29886				Part B							1	12-200	Revised 9/12/01

#### DMV# Incident/Case # ALASKA MOTOR VEHICLE COLLISION REPORT 08-14210 Passenger/Witness Information (One choice per field unless otherwise noted - Other \* should be explained in narrative) OL/ID #: OL:6977710/SID:Unknown Unit #: Name (Last, First, MI): X 01 M 02 F O.L.State/ID State: 1 POITRA, JEFFREY J DOB: 01/21/1984 AK/AK Physical Address Person Type: Citv: State Zip; Contact Phone: ANCHORAGE 4334 VANCE DR APT B-1 X 01Passenger AK (573) 337-1509 Restraint/Airbag Information (4 choice max): 02 Witness Ejected: Injury Status: Transported: OIY X 02 N 03 Unk 01 Y X 02 N Ol Not used 01 Fatal Seat Location: .... 08 Imp Chld Rst 01 Center front 02 None Instld 09 A/bag Dplyd Transported By: 02 Incapacitating Transported To: 03 P 02 Right front 03 Helmet 10 A/bag not Dplyd 03 Non-incapacitating 01 Air Ambulance 01 Clinic 02 Airplane 03 EMS 04 Lap/Shldr 11 A/bag switch off 04 Unk 04 Possible 03 Left rear 02 Hospital 12 Side bag Dplyd X 05 None 04 Center Rear 05 Lap only 03 Mortuary Extricated: 04 Helicopter 05 Right Rear 06 Shldronly 13 Not Reported 06 Not Reported 04 Residence 01 Y 05 Police 06 Other \* 07 Prp Child Rst 14 Unk O7 Unk 05 Unk X 02 N 07 N/A 06 Private vehicle X 06 N/A 08 Unk 07 Unk X 08 N/A 03 Unk 07 Unk OL/ID #: OL:6878998 /SID:Unknow: Unit #: Name (Last, First, MI): X 01 M 02 F O.L.State/ID State: MCCOY, ALMAX DOB: 03/14/1956 AK/AK Person Type: Physical Address City State Zîp: Contact Phone: ANCHORAGE 3931 PATRICIA LN 01Passenger AK (907) 223-0497 X 02 Witness Restraint/Airbag Information (4 choice max): Ejected: Injury Status: Transported: 01 Y 02 N 03 Unk 01 Y Ol Not used Seat Location: 08 Imp Chid Rst 01 Fatal 02 N 03 P 01 Center front 02 None Instld 09 A/bag Dpłyd 02 Incapacitating Transported By: Transported To: 02 Right front 03 Helmet 10 A/bag not Dplyd 03 Non-incapacitating 01 Air Ambulance 01 Clinic 04 Lap/Shldr 04 Unk 02 Airplane 03 Left rear 11 A/bag switch off 04 Possible 02 Hospital 12 Side bag Dplyd 03 EMS 04 Helicopter 05 None 04 Center Rear 05 Lap only 03 Mortuary Extricated: 05 Right Rear 06 Shldr only 13 Not Reported 06 Not Reported 04 Residence □ 01 Y 05 Police 06 Other \* 07 Prp Chld Rst 14 Unk 07 Unk 05 Unk 02 N 07 N/A 06 Private vehicle 06 N/A 08 Unk 07 Unk 08 N/A 03 Unk OL/ID# Unit#: Name (Last, First, MI): 01M 02F ID State: DOB: Person Type: Physical Address: City: State Zip: Contact Phone: 01Passenger 02 Witness Restraint/Airbag Information (4 choice max): Ejected: Injury Status; Transported: O1Y 02N 03 Unk 01 Y 02 N Seat Location: 01 Center front 01Not used 08 Imp Chld Rst 01 Fatal 02 None Instid 09 A/bag Dplyd Transported By 02 Incapacitating Tansported To: 02 Right front 03 P 03 Non-inca 04 Possible 03 Helmet 10 A/bag not Dplyd 01 Air Ambulance 03 Non-incapacitating 03 Left rear Ol Clinic 04 Lap/Shidr 11 A/bag switch off 04 Unk 02 Airplane 04 Center Rear 02 Hospital 12 Side bag Dplyd 03 EMS 05 Lap enly 05 Right 06 Other 07 N/A 08 Unk 05 None Extricated: 05 Right Rear 03 Mortuary 04 Helicopter 06 Shldr only 13 Not Reported 06 Not Reported 01 Y 06 Other \* 04 Residence 05 Police 07 Prp Chid Rst 14 Unk 02 N ☐ 07 Unk 06 Private vehicle 05 Unk 03 Unk 06 N/A 07 Unk 08 N/A Unit#: Name (Last First MI): □ 01 M 02 F OL/ID# ID State DOB Physical Address: City: State: Person Type: Zip: Contact Phone: 01Passenger 02 Wimess Restraint/Airbag Information (4 choice max): Injury Status: 01 Y 02 N Transported: 01Y 02N 03 Unk 08 Imp Chld Rst 01 Fatal Seat Location: 01Not used 01 Center front 09 A/bag Dplyd Transported By: 02 None Instid 02 Incapacitating Transported To: 03 P 10 A/bag not Dplyd 01 Air Ambulance 02 Right front 03 Helmet 03 Non-incapacitating 104 Unk 02 Airplane 91 Clinic II A/bag switch off 04 Lap/Shldr 03 Left rear 04 Possible 02 Hospital 03 EMS 12 Side bag Dplyd 04 Center Rear 05 Lap only 05 None Extricated: 04 Helicopter 03 Mortuary 05 Right Rear 06 Shidr only 13 Not Reported OIY 06 Not Reported 04 Residence 05 Police 06 Other \* 07 Prp Chid Rst 14 Unk 06 Private vehicle 02 N 07 Unk 05 Unk 07 N/A 06 N/A 03 Unk 07 Unk 08 Uak 08 N/A

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Davison, Derek\_: 29886

Part C

#### Narrative Continuation

#### DISPATCH:

On 3/28/2008, at approximately 1900 hours, I responded to the intersection of E Tudor Rd. and Vance Dr. for a report of a traffic collision.

#### ARRIVAL/OBSERVATIONS:

When I arrived, the driver of V2 was present and a male that identified himself as Jeffrey POITRA was present as well. POITRA claimed to be the owner of V1. The driver of V1 had reportedly run away from the scene immediately after the collision.

#### INTERVIEW:

Erika KLINGER, the driver of V2, reported the following.

KLINGER was stopped on Vance Dr. waiting to turn onto Tudor Rd. VI was traveling west on Tudor Rd. and started to make a right turn onto Vance from Tudor Rd. at a high rate of speed. The female driver could not make the turn and drove straight into V2. The female driver ran away from the scene immediately after the collision.

KLINGER described the driver of V1 as a white female in her 20's with blonde hair. The driver of V2 would recognize the driver of V1 if she saw her again.

KLINGER added that POITRA was a passenger in VI.

#### INTERVIEW:

Almax MCCOY, a witness to the collision, reported the following.

MCCOY stated he was following VI on Tudor Rd. and saw the collision. MCCOY stated the driver of VI was driving recklessly, switching lanes, and driving very fast. MCCOY said the driver of VI tried to make the right turn onto Vance Dr. from Tudor Rd. but was traveling too fast and collided with V2. MCCOY did not see the driver of VI.

#### INTERVIEW:

Jeffrey POITRA a passenger in V1, reported the following.

POITRA claims to be the owner of V1. POITRA said he was intoxicated and allowed a female, whom he just met drive V1 to his residence on Vance Dr. from the Peanut Farm' bar.

POITRA said he did not ask the female suspect her name because he just planned on taking her to his apartment for sex and was then going to kick her out. POITRA said the female suspect was intoxicated as well.

POITRA explained that the female suspect was driving too fast to make the turn onto Vance Dr. and collided with V2.

POITRA said he might be able to contact the fernale suspect but he does not know where she lives, her name, or her phone number.

#### ACTION TAKEN:

VI, a black GMC Yukon, does not have license plates and it has not been registered in Alaska because I could not find the VIN in APSIN. The VIN sticker on the door had been removed.

POITRA had paperwork from Park and Sell' showing the sale of a 2004 GMC Yukon but the VIN on the paperwork did not match the VIN on the dash of V1.

Additionally, POITRA said he has insurance on the vehicle but had no paperwork.

Page 5 of 6

Davison, Derek \_: 29886

Part C

0	ASKA MICTOR VEHICLE COLLISION REPORT	14210
	I had the vehicle towed for safekeeping and I put a hold on the vehicle until ownership is established.	
	INFORMATION:	
	V2 insured by Geico# 4040-68-39-57.	
	FOLLOW-UP:	
İ	Supplemental reports will follow with any new information.	
	CASE STATUS:	
ı	Pending	

Page 6 of 6

Davison, Derek \_: 29886

Part C

January 10, 2011

Geico Insurance Attention: Katie Johns 5701 Lake Otis Parkway, Ste. 100 Anchorage, AK 99507

Re:

Kelley & Canterbury client: Erika Stoye (fka Klinger)

Date of Loss 3/28/08

Geico insured: Érika Stoye (fka Klinger) Geico claim no.: 0281616070101020

Dear Ms. Johns:

This letter responds to Geicos' letter dated 1/6 and 1/7/11. A disc of exhibits was delivered to Geico in early December 2010 that included Ms. Stoye's medical records from the March 2008 collision and a copy of Ms. Stoye's deposition taken in the third party action. Another copy of those materials is included herewith along with a copy of the police report, photos and medical damages summary establishing in excess of \$50,000.00 in past medical expenses. The police photos designate Ms. Stoye was directly impacted on the driver's side by the tortfeasors' SUV and the force of the collision was sufficient enough to push the Stoye vehicle up onto the curb and pin her in the vehicle.

As stated in the 12/9/10 letter to Geico, Ms. Stoye sustained permanent physical injuries that necessitate future medical treatment of invasive procedures. We are authorized to re-extend an offer to settle Ms. Stoye's UIM claims for the available limits of applicable first party policy. This offer expires on January 24, 2011 at which time, recommendation to file suit will be made.

Sincerely,

Michaela Kelley Canterbury

Attorney at Law

Encl.

Cc: client

Regional Office: GEICO Direct m Box 509119 m San Diego, CA 92150-9119

January 24, 2011

Kelley & Canterbury Attn: Michaela Kelly Canterbury 821 N Street, Suite 205 Anchorage, AK 99501

Claim Number:

0281616070101020

Insured:

Erika R Klinger (Stoye)

Claimant:

Erika R Klinger (Stove)

Date of Loss:

03/28/2008

Company:

GEICO General Insurance Company

Dear Ms. Kelley Canterbury:

This letter is in response to your recent demand for policy limits related to your client's UIM claim from the above mentioned date of loss. We are unable to accept your demand at this time. Please contact me to arrange a time to secure a recorded interview from Ms. Klinger (Stoye). Additionally, enclosed with this letter is a medical authorization release to be signed by your client. Once the requested information is provided we will review and respond.

Sincerely,

Katle Johns / J911 Claims Examiner 800-654-5896 Ext. 12 1/24/11

Ms . Johns :

Will Guco agree to arbitrate Ms. Stoyis claims?

MKC

One Geico West Box 509119 San Diego, CA 92150-9119

02/03/2011

Ms. Michaela Kellycanterbury 821 N St Suite 205 Anchorage, AK 99501

Company Name:

Geico General Insurance Company

Claim Number:

028161607-0101-020

Loss Date:

Friday, March 28, 2008

Policyholder:

Erika Klinger

Dear Ms. Kellycanterbury,

Thank you for your recent correspondence. We are declining your request to arbitrate this matter. We have previously requested a detailed recorded statement and signed medical authorization from your client. We are requesting this information so that we can reevaluate your client's claim and amicably resolve the claim through direct settlement discussions with you.

Sincerely,

Katie Johns, Examiner Code J911 (907)561-8100x12 Claims Department

For your protection Alaska law requires the following statement to appear on this form: "A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law."

EXHIBIT E PAGE OF \_\_\_\_

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